

BILL NO. S-74-01-14

SPECIAL ORDINANCE NO. S-15-74

AN ORDINANCE approving a contract with
Maumee Construction for paving Emma
Avenue.


BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract dated January 10, 1974 between MAUMEE
CONSTRUCTION CORPORATION and the CITY OF FORT WAYNE, by and through its
Mayor and the Board of Public Works for the paving of Emma Avenue, as follows:


From the east property line of Steup Avenue to the west property
line of Tyler Avenue

for a total cost of \$26,457.85, of which the City will pay \$8,800.00, the balance
paid by the property owners under the Barrett Law, all as more particularly set
forth in said Contract, which is on file in the Office of the Board of Works, and is
by reference incorporated herein and made a part hereof, is hereby in all things
ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Mrses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and ~~Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on~~ the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 1-22-74

Charles W. Talarico
CITY CLERK

Read the third time in full and on motion by Mrses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DATE: 2-12-74

Charles W. Talarico
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-15-74 on the 12th day of January, 1974.

ATTEST: (SEAL)
Charles W. Talarico
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of February, 1974, at the hour of _____ o'clock A. M., E.S.T.

Charles W. Talarico
CITY CLERK

Approved and signed by me this 15th day of February, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

Samuel J. Talarico
MAYOR

Bill No. S-74-01-14

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
Approving a contract with Maumee Construction for paving
Emma Avenue

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

W. D. H. Hinga Jr.

James S. Stier

William T. Hinga

Vivian G. Schmidt

CONCURRED IN
DATE 2-12-74 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this 10 day of January, 1974

by and between _____ MAUMEE CONSTRUCTION CORPORATION _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Emma Avenue from the east property line of Steup Avenue to the west property line of Tyler Avenue.

by grading and paving the roadway to a width of twenty-seven feet with _____ including curbs
6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5646-1973 and at the following price per lineal foot

at the following prices:

Excavation - Regular (Includes Asphalt)	Three dollars and seventy-five cents, per cubic yard	3.75
Pavement Removal	Six dollars and no cents, per square yard	6.00
Trees to be Removed (20") Incl. Brush Removal	Ninety dollars and no cents, each	90.00
Concrete Drive Approach 6"	Nine dollars and eighty cents, per square yard	9.80
Concrete Drive Removal	Six dollars and no cents, per square yard	6.00
Street Pavement 6" Plain Concrete	Eight dollars and eighty cents, per square yard	8.80
Installation of Poles **	One hundred sixty five dollars and no cents, each	165.00
Trenching (24" Deep) & Installing Wire	Sixty cents, per lineal foot	0.60
Hot Asphalt Base #4 (2")	Twenty dollars and no cents, per ton	20.00
Hot Asphaltic Binder #9 (2")	Twenty dollars and no cents, per ton	20.00
Hot Asphaltic Top A-2 (2")	Twenty dollars and no cents, per ton	20.00
Sidewalk or Wingwalk - 5"	One dollar and ten cents, per square foot	1.10
6"x6" Integral Curb (Straight)	One dollar and eighty cents, per lineal foot	1.80
Stone for Drives (#53)	Six dollars and fifteen cents, per ton	6.15
2" Rigid Pipe Conduit	One dollar and fifty cents, per lineal foot	1.50
Fine Grading	Forty five cents, per square yard	0.45

Trenching (24" Deep) & Installing Wire	Sixty cents, per lineal foot	0.60
Hot Asphalt Base #4 (2")	Twenty dollars and no cents, per ton	20.00
Hot Asphaltic Binder #9 (2")	Twenty dollars and no cents, per ton	20.00
Hot Asphaltic Top A-2 (2")	Twenty dollars and no cents, per ton	20.00
Sidewalk or Wingwalk - 5"	One dollar and ten cents, per square foot	1.10
6"x6" Integral Curb (Straight)	One dollar and eighty cents, per lineal foot	1.80
Stone for Drives (#53)	Six dollars and fifteen cents, per ton	6.15
2" Rigid Pipe Conduit	One dollar and fifty cents, per lineal foot	1.50
Fine Grading	Forty five cents, per square yard	0.45
Seeding (Includes Straw Mulch)	Forty five cents, per square yard	0.45
Underground Wire (1-2/c #4 AWG Str. Alum. w/XLP Insulation	Sixty cents, per lineal foot	0.60
Old Catch Basins Adjusted & Set to Grade	Fifty dollars and no cents, each	50.00
New Inlets to be Constructed 30" Diameter	Two hundred twenty dollars and no cents, each	220.00
New Castings to be Furnished-Manhole	One hundred twenty dollars and no cents, each	120.00
12" Sewer Pipe R.C.P. - 5 Pc.	Eight dollars and fifty cents, per lineal foot	8.50
Backfill Gravel (Trenches & Structures) #53	Nine dollars and twenty cents, per cubic yard	9.20
Dirt Backfill for Seeding	Four dollars and fifty cents, per ton	4.50

NOTE:**City Utilities will furnish poles and wiring at Light Construction Yard.
Contractor will be paid on measured quantities only.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5646-1973 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before June 1, 1974 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

MAUMEE CONSTRUCTION CORPORATION

BY: Frederic A. Wyszal

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Ronald L. Boman

William A. Tordella
Its Board of Public Works and Mayor.

GUARANTY BOND

Know All Men by These Presents, That we -----

----- MAUMEE CONSTRUCTION CORPORATION ----- Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA -----

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY SIX THOUSAND,

FOUR HUNDRED FIFTY SEVEN DOLLARS AND EIGHTY FIVE CENTS -----

----- (\$26,457.85)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

----- MAUMEE CONSTRUCTION CORPORATION -----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a
Street - 6" Plain Concrete Pavement

on Emma Avenue Street from the east property line of Steup

Avenue to the west property line of Tyler Avenue

----- according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

MAUMEE CONSTRUCTION CORPORATION ----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

MAUMEE CONSTRUCTION CORPORATION (SEAL)

BY: Eugene A. Wyall (SEAL)

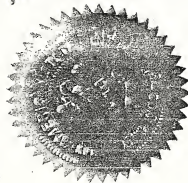
ITS: President (SEAL)

Approved this 10 day of January, 1914

Robert H. Bonner
Truman B. Harrison
Board of Public Works.

Walter E. Bone
Lupke INSURANCE

APPROVED AS TO FORM AND LEGALITY
CITY ATTORNEY



LIABILITY BOND

~~Know All Men by These Presents,~~ That we hereby certify that MAUMEE CONSTRUCTION CORPORATION has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

MAUMEE CONSTRUCTION CORPORATION (SEAL)

BY: Frank W. Hall (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this 10

day of January, 1974

Ronald L. Bouch
William D. Trivette
Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

January 3, 1974

IN RE:

WAGE SCALE

CODE: S - SKILLED
SS - SEMI-SKILLED
U - UNSKILLED

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, all construction and maintenance projects, to be awarded by contract for the Board of Works, City of Fort Wayne, Indiana, during the months of July, August, September, 1973.

in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	8.50	35¢	55¢	50¢	
BOILERMAKER	S	9.20	50	65		1¢
BRICKLAYER	S	8.21	20	25		1
CARPENTER	S	7.55 7.78	30	30		4 app 2 ind fun 2 app
CEMENT MASON	S	7.50	40			
ELECTRICIAN	S	8.40	25	1¢ 30		4
ELEVATOR CONSTRUCTOR	S	7.87	58¢ includes		all.	
GLAZIER	S	7.19	10		15	1¢ app 29¢ hol days
IRON WORKER	S	8.75	40	65		1
LABORER	S	5.10-6.60	18	25		7 educ tim
LATHER	S	7.16		25		1 app 3 ind fun
MILLWRIGHT & PILEDRIVER	S	7.85		4¢		4 app 2 ind fun
OPERATING ENGINEER	S	See attached list				
PAINTER	S	6.56-7.56	32	25		5
PLASTERER	S	7.06	30			
PLUMBER, STEAMFITTER, GASFITTER	S	8.18	20	35		7
MOSAIC & TERRAZZO GRINDER	S	5.35-7.80				
ROOFER	S	7.70		10		
SHEETMETAL WORKER	S	8.14	23	15		5 ind find
TEAMSTER	S	5.50-6.95¢	P.W. 12.00	P.W. 12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 19 DAY OF June, 1973

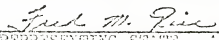
RECEIVED

JUL 5 1973

CITY ENGINEERING DEPT,


 REPRESENTING GOVERNOR, STATE OF INDIANA


 REPRESENTING THE AWARDING AGENT.


 REPRESENTING STATE A.P.L. & C.F.O.

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint _____

- -WALTER H. LUPKE, JR., DUANE E. LUPKE, DONALD L. COFFEY, MARCUS G. KNORIANICH, - -

GERALD CIANCY, BERNICE CHAFFIN and WALTER E. BOOSE- - (Jointly or Severally)- - -

of _____ Fort Wayne _____ and State of _____ Indiana
 Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed THREE MILLION AND NO/100 (\$3,000,000.00) DOLLARS- - - - -

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested

by its Assistant Secretary and its corporate seal to be hereto affixed this 26th day of May

A. D. 19 72

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
 Second Vice-President

ATTEST: Agnes P. Brown
 Assistant Secretary

STATE OF INDIANA } SS:
 COUNTY OF MARION }

On this 26th day of May, A. D., 19 72, before me personally came

William M. Evans

_____ , to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 22, 1974
 My Commission Expires

Judy Cross
 Notary Public

STATE OF INDIANA } SS:
 COUNTY OF MARION }

I, Agnes P. Brown, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this _____

day of _____, A. D., 19 _____.

(SEAL)

Agnes P. Brown
 Assistant Secretary

Board of Works ✓

TITLE OF ORDINANCE Contract with Maumee Construction for Emma Avenue paving

DEPARTMENT REQUESTING ORDINANCE Board of Public Works 2-74-01-14

SYNOPSIS OF ORDINANCE Contract with Maumee Construction for paving Emma Avenue from Steup Avenue to Tyler Avenue in amount of \$26,457.85. Maximum cost to property owners is \$11.00 per front foot with City paying balance. (Barrett Law Project)

Property Owner's Share	\$ 8,800.00
City's Share	17,657.85

EFFECT OF PASSAGE Emma Avenue paved. This paving was petitioned by property owners.

EFFECT OF NON-PASSAGE Emma Avenue remains dirt street.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Cost to Civil City \$17,657.85

ASSIGNED TO COMMITTEE (J.N.)